

Panaji, 2nd September, 2021 (Bhadra 11, 1943)

SERIES II No. 23

OFFICIAL GAZETTE

GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Agriculture
Directorate of Agriculture

Addendum

No. 2/9/95-AGR/2021-22/Part(II)/870

Read: Order No. 2/9/95-AGR/2021-22/Part(II)/707
dated 30-07-2021.

In the above referred Order, the following para
may be added after the 1st para:

Shri Dilip Paranjape, Assistant Director of
Agriculture (Extension) shall be governed by
standard terms and conditions of deputation
as contained in the O.M. No. 13/4/74-PER dated
12-02-1999 and amended from time to time.

The following para may also be added after the
last para of the Order:

This is issued with the concurrence of
the Government vide Entry No. 4507/F dated
26-07-2021.

The rest of the contents of the said order remain
unchanged.

By order and in the name of the Governor of
Goa.

Nevil Alphonso, Director & ex officio Joint
Secretary (Agriculture).

Tonca-Caranzalem, 30th August, 2021.

Addendum

No. 2/9/95-AGR/2021-22/Part(II)/871

Read: Order No. 2/9/95-AGR/2021-22/Part(II)/706
dated 30-07-2021.

In the above referred Order, the following para
may be added after the 2nd para:

He shall be governed by standard terms
and conditions of deputation as contained in
the O.M. No. 13/4/74-PER dated 12-02-1999 and
amended from time to time.

The following para may also be added after the
last para of the order:

This is issued with the concurrence of
the Government vide Entry No. 4507/F dated
26-07-2021.

The rest of the contents of the said order remain
unchanged.

By order and in the name of the Governor of
Goa.

Nevil Alphonso, Director & ex officio Joint
Secretary (Agriculture).

Tonca-Caranzalem, 30th August, 2021.

Corrigendum

No. 8/86/2021-22/D.Agri/823

Read: Order No. 8/86/2021-22/D.Agri/347 dated
02-06-2021.

In the above referred Order the Fourth line of the
first para may be read as "on regular basis" instead
of "as probationer".

The rest of the contents of the said Order remains
unchanged.

By order and in the name of the Governor of
Goa.

Nevil Alphonso, Director & ex officio Jt. Secretary
(Agriculture).

Tonca-Caranzalem, 20th August, 2021.

Department of Co-operation
Office of the Registrar of Co-operative Societies

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Order

No. 3/18/Urban Credit/TS-II/NZ/2020/RCS/1349

Read: 1. Notification No. 3/3/Urban Credit/TS II/
/PZ/2017/RCS/Suppl. 5306 dated
10-02-2020.

2. This Office Order No. 20/1/Recovery/Sale
Officer/TS-II/2020/RCS dated 10-07-2020.

3. Letter No. PUCCSS/HO/21-22/97 dated
16-07-2021.

In exercise of powers conferred upon me vide Notification read at Sr. No. 1 above, the term of the General Manager of the Pirna Urban Co-op. Credit Society Ltd., Pirna, Bardez-Goa, appointed and empowered vide Order at Sr. No. 2 above to act as Sale-cum-Recovery Officer as provided under sub-section (1) of Section 91D of the Goa Co-op. Societies Act, 2001, is hereby extended for further period of one year with retrospective effect from 10-7-2021.

The other condition mentioned in the Order referred to at Sr. No. 2 above shall continue to remain in force.

The Registrar shall reserve the right to withdraw the Order at any stage without assigning any reason thereof.

Arvind B. Khutkar, Registrar (Co-operative Societies).

Panaji, 19th August, 2021.

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Office of the Asstt. Registrar of Co-operative
Societies

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Corrigendum

No. RES-(a)-26/BZ/Goa/444

Read: Amended certificate of registration No. RES-
(a)-26/BZ/Goa dated 22-06-2021 of Deen-
-dayal Multipurpose Co-op. Society Ltd.,
Deendayal Bhavan, Bicholim-Goa.

The Registration Code Symbol number of the Society may be read as "No. RES-(c)-5/MP/BZ/Goa" instead of Registration bearing Code Symbol "No. RES-(a)-26/NZ/Goa".

Pankaj V. Marathe, Asstt. Registrar, Bicholim Zone
(Co-operative Societies).

Sankhali, 16th August, 2021.

Department of Education, Art & Culture
Directorate of Higher Education

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Certificate

No. ACAD III/GC/Filling-Asstt.Prof./115/2018/Part/
/3122

Read: No. ACAD III/GC/Filling-Asstt. Prof./115/2018/
/Part III/530 dated 27-04-2021.

Certified that the character and antecedents of Ms. Prajyoti Pandurang Gauns Dessai appointed to the post of Assistant Professor in Chemistry (Inorganic) in Government College of Arts, Science and Commerce, Quepem-Goa (Group "A" Gazetted) under Directorate of Higher Education vide above referred Order has been verified by the Addl. District Magistrate, South Goa, Office of the Collector & District Magistrate, South Goa District, Margao-Goa and nothing adverse has been reported against her at Police Stations in Goa.

Shashank V. Thakur, Under Secretary (Higher Education)

Porvorim, 27th August, 2021.

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Department of Environment & Climate
Change

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Notification

No. 2-4-2021/ENVNT&CC/DIR/498

Read: Notification bearing S.O. No. 3604E dated 9-12-2013 issued by the Ministry of Environment and Forests, Government of India, New Delhi and published in the Government of India (Official Gazette), Part II-Section 3-sub-section (ii) dated 9-12-2013 and further published in the Official Gazette of Government of Goa in Series II No. 07 dated 15-5-2014.

In pursuance of Clause (10) of the Notification dated 9-12-2013 read above, it is hereby notified that the sitting fees, site inspection fees and Travelling Allowances (T.A.) for the non-official members of the Goa Coastal Zone Management Authority (GCZMA) shall be Rs. 2,000/- per member per sitting and Rs. 1,000/- per member per day for inspection and Rs. 1,000/- per member as Travelling Allowances per day. The expenditure shall be debited to the account maintained by the Goa Coastal Zone Management Authority (GCZMA) for the purpose, to which appropriate Grant-in-Aid shall be provided in pursuance to the Clause (9) of the above read order dated 9-12-2013.

The issues with the approval of the State Government vide U.O. No. 528 dated 25-05-2021 and Finance Department vide U.O. No. 1400078302 dated 20-08-2021.

By order and in the name of the Governor of Goa.

Dasharath M. Redkar, Director & ex officio Joint Secretary (Environment & Climate Change).

Panaji, 30th August, 2021.

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Department of Finance
Revenue & Control Division

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Notification

No. 2/3/85-Fin(R&C)/1792

In exercise of the powers conferred by Section 6 of the Goa, Daman and Diu Toddy Tappers Welfare Fund Act, 1984 (Act No. 17 of 1985), read with Clause 3 of the Goa Daman and Diu Toddy Tapper's Welfare Fund Scheme, 1985, the Government of Goa hereby reconstitutes the Goa Toddy Tapper's Welfare Fund Board, consisting of the following members, namely:-

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|----------------------------------|-------------|
| 1. Mr. Clafasio Dias, | — Chairman. |
| MLA (Cuncolim) | |
| 2. Mr. Aleixo Reginaldo Lourenco | — MLA, |
| | Curtorim. |

Non-Official Members

- | | |
|---|-----------|
| 1. Shri Antonio Francisco Remy | — Member. |
| Borges, President, All Goa
Toddy Tappers Association,
H. No. 377, Igrojewaddo,
Agonda, Canacona, Goa | |
| 2. Shri Caridade Fernandes, | — Member. |
| Vice-President, All Goa
Toddy Tappers Association,
Near Beach Arambol,
Pernem, Goa | |
| 3. Shri Shashikant Shiva | — Member. |
| Pednekar, H. No. 311, Danda
Siolim, Bardez-Goa | |
| 4. Shri Micheal Cardozo, | — Member. |
| H. No. 425, Mobor, Cavelossim,
Salcete, Goa | |

Official Members

- | | |
|--------------------------------|-----------|
| 1. Under Secretary, Finance | — Member. |
| (Revenue & Control) | |
| 2. Director of Social Welfare, | — Member. |
| Panaji, Goa | |

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| 3. Professor and HOD, Department | — Member. |
| of Orthopaedic Surgery, Goa
Medical College & Hospital,
Bambolim | |
| 4. Director of Institute of Public | — Member. |
| Assistance, Panaji, Goa | |
| 5. Director of Agriculture, | — Member. |
| Tonca, Caranzalem | |
| 6. Commissioner of Excise | — Member |
| | Secretary. |

The official members attending the Board meetings shall be treated as on duty and entitled to TA/DA whenever admissible under the relevant rules.

The non-official members shall be entitled for sitting fees at the rate prescribed by the Government for members of such statutory Board/Committee, from time to time.

The expenditure on sitting fees of non-official members shall be debited to "2039—State Excise" head of account.

By order and in the name of the Governor of Goa.

Pranab G. Bhat, Under Secretary, Finance (R&C).
Porvorim, 26th August, 2021.

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Department of Home
(Home-General) Division

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Notification

No. 19/11/2020-HD(G)/Arms/2874

- Read: (1) Notification No. 19/42/94-HD(G) dated 02-04-2001.
- (2) Notification No. 19/42/94-HD(G) dated 20-03-2002.
- (3) Notification No. 19/42/94-HD(G) dated 13-06-2003.
- (4) Notification No. 19/42/94-HD(G)/PF-I dated 18-12-2012.
- (5) Addendum No. 19/42/94-HD(G)/PF-I/2547 dated 24-07-2013.

The Government of Goa hereby withdraws the Government Notification No. 19/42/94-HD(G)/PF-I dated 18-12-2012 and the Addendum No. 19/42/94-HD(G)/PF-I/2547 dated 24-07-2013 with immediate effect.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Home-II).
Porvorim, 12th August, 2021.

Department of Labour

Notification

No. 28/2/2021-LAB/344

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 22-06-2021 in Ref. No. IT/06/20 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 19th July, 2021.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURTGOVERNMENT OF GOA
AT PANAJI(Before **Ms. Bela N. Naik**, Hon'ble Presiding
Officer)

Ref. No. IT/06/20

Workmen,
Rep. by The President,
Bhartiya Kamgar Sena,
C/o Shankar Murari Pandit,
H. No. 86/1(85, Mahalaxmi
Residency,
Behind Kala Bhavan,
Sancoale-Goa, 403 ... Workmen/Party I

V/s

M/s. Sanofi India Limited,
L-121, Phase III, Verna Industrial
Estate,
Verna, Goa-403 722. ... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri P. J. Kamat.

Employer/Party II represented by Ld. Adv. Shri M. S. Bandodkar.

AWARD

(Delivered on this the 22nd day of the month
of June of the year 2021)

By Order dated 11-03-2020, bearing No. 28/33/2019-LAB/193, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the Local Committee of the Bhartiya Kamgar Sena Union has a Locus Standi to raise dispute of collective nature on behalf of Bhartiya Kamgar Sena Union?

(2) If the answer to issue No. (1) above is in affirmative, then,-

(a) Whether the action of the management of M/s Sanofi India Limited in refusing work and non-payment of emoluments to S/Shri Shankar Pandit, Sainath Mishal and Shri Abhijit Naik, Operators, for 04-01-2017, to S/Shri Suraj Tamse, Vijay Kumar Naik, Saish Shet, Navindra Borkar, Sanjay C. Patil, Sandeep Gaonkar and Shri Sanjay Satarkar for 05-01-2017; and to S/Shri Suraj Tamse, Vijay Kumar Naik, Saish Shet, Sanjay C. Patil and Shri Ashwek Parab for 06-01-2017, is legal and justified?"

(b) If not, what relief the said workmen are entitled to?"

2. Upon receipt of the reference, it was registered as IT/06/20 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed Claim Statement at Exhibit 3.

3. In short, the case of the Party I is that the Party I is a registered Trade Union registered under the Trade Union's Act with its registered address at Mumbai, presently represents all the workmen concerned in the present dispute. This Union has formed a unit Committee of the workers of the Sanofi India Limited (for short Goa Unit) which represents the workmen on day to day matters, issues and the grievances of the workmen. That in the year 2016/17 Mr. Rajesh Naik was the President and Shri Shankar Pandit was the General Secretary, Mr. Mangurish Patil was the Vice-President and Mr. Navindra Borkar was the Treasurer and Mr. Ajay Phadte was the Joint Treasurer and Mr. Sunil Kadam was the Committee member of the Goa Unit and the said Union at the relevant time was representing about 44 permanent workmen/operators on the rolls of the Company. The said Company M/s Sanofi India Limited is a limited Company incorporated under the Companies Act, 1956 having its registered office at Mumbai and the Company presently employs about 230 permanent workmen at their Factory at Verna Goa which also employs workers on casual, daily basis, temporary and contract workers to do the perenial jobs which are done by the Party I workmen.

The Party I further stated that Shri Shankar Pandit, Sainath Mishal, Abhijit Naik, Suraj Tamse, Vijaykumar Naik, Sai Shet, Navindra Borkar, Sanjay C. Patil, Sandeep Gaonkar, Sanjay Satarkar and Ashvek Parab whose names are mentioned in this reference are members of the said Union/workmen and out of these workers Shri Shankar Pandit, Navindra Borkar were/are the members of the Goa Unit and all the said workers are Operators in skilled grade and all the permanent workmen of the Party II are Operators in skilled grade and the work of the unskilled grade is done by the casual/contract workmen employed by Party II.

It is further stated that Party II is in the business of manufacturing medicines for the treatment of the patients in several therapeutic areas such as diabetes, cardiology, consumer health care, hospital, central nervous system, anti-histamines, etc. The products manufactured by the Company in India are sold in India as well as exported to many developed as developing countries and the Goa Plant includes a brand-Global Development Centre which has the capacity to develop solid dosage formulations for the needs of Whintrop and the Asia-Pacific basebusiness. The Goa belongs to the Pharmaceuticals Intercontinental operational unit. The Company employs a very large workforce and there is increase in its business activities and profits year to year and is financially very sound.

The Party I states that the said Company started attempting to disrupt the unity of the workmen from the time the new committee of the Union was selected and from the time the workmen joined the Party I Union and in the year 1998 the Party II had employed 21 Operators in the manufacturing of the products on regular basis and Party II had also employed seven Supervisors/Executives for supervising the work of the Operators who were working under the Production Manager. The Party II had employed casual/temporary workers, fixed term contracts and through the Contractors who were doing regular work, skilled and unskilled entrusted to them and such workers were given artificial breaks in order to avoid making them regular though they were doing regular jobs with the Party II and besides these categories of employees, the Party II had no other employees as Management Associates. It is further stated that the Party II started the second shift working from about 2000 for commissioning new Plant I and recruited additional Operators on temporary basis for manufacturing process. That after starting the second shift, the total strength of regular Operators were about 32 and were rotated in two shifts. The first shift was reshcheduled as 8.00 a.m. to 4.30 p.m.

and the second shift was scheduled from 4.00 a.m. to 12 midnight. That in the year 2000 the Plant I was expanded and additional machines were installed to increase the production and on expansion, the Party II employed about 36 additional Operators including the temporaries for the purpose of manufacturing and in the year 2008 the Party II had employed about 60 Operators on regular basis for doing the regular manufacturing processes in two shifts.

The Party I states that the Party II commissioned Plant II in the year 2013 and is called manufacturing II (for short Plant II). The Party I states that the process of manufacturing in Plant II is the same and that about seven Operators who were working in Plant I were shifted to Plant II and were doing the same jobs which were done in Plant I. The Party I also states that the workmen of the Party II had formed an Union under the name Hoechst Marion Roussel Goa Plant Employees Union and registered the same under the Trade Unions Act, 1926 under No. 400 dated 08-03-2001. The said Union had signed a settlement on the Charter of Demands on 26-12-2001 which was effective from 01-01-2001 to 30-06-2004. The Operators thereafter joined the membership of the Goa Trade and Commercial Workers' Union (AITUC) in the year 2004 and had signed two settlements dated 30-12-2005 and 24-12-2008 with Party II on the Charter of Demands. The workmen resigned from the said Union and joined the Goa Kamgar Karmachari Sena and thereafter joined the Party I Union.

The Party II on realising that the Operators have joined the Party I Union, the Party II discontinued employing the workers as Operators and started employing the workers with the designation as Management Associates with higher benefits than what is paid to the regular Operators though the nature of the work done by the said Associates was the same as that of the Operators.

The Party I further states that in the year 2012, the Party II started the 3rd shift from 12 midnight to 8.00 a.m. on the next date. Thus, from the year 2012, the process of manufacturing was continued in three shifts and was being carried out by about 150 Operators, including Operators designated as Management Associates, employed on regular basis. The Party I states that besides the regular Operators, the Party II has also employed Operators, as casual, temporaries, Fixed Term Contract and through Contractors to do the same work which is done by the regular Operators.

The Party I further states that on account of introduction of the third shift from 2012, the Party II employed additional Operators with the designation as "Management Associates" and the said Management Associates are also working as Operators with the regular Operators and are doing the same work as is done by regular Operators and that some of the Management Associates are relievers of the Operators. The Party I states that some of the Operators, who were members of the Union and who had left the membership of the Union, were re-designated as Management Associates and were granted Special Allowance in addition to their normal wage and thereafter around the year 2013/14, they were promoted as Supervisors/Officers and the Party II presently employs about 230 Operators on regular basis besides casuals, temporaries, Fixed Term Contracts employees, etc.

The Party I states that the settlement dated 08-07-2014 entered into by the Union of the workmen, came to an end and expired on 31-03-2014 and the Union then terminated the said settlement and served fresh Charter of Demands on the Management for better wages and service conditions vide letter dated 19-08-2014 calling upon the Management to negotiate a fresh settlement for a period of 3 years commencing from 01-04-2014. The Party I Union states that the Management adopted an adamant stance of delaying in negotiations on the Union's Charter and revised the wages and special allowance of the Associates who are not members of the Party I Union thereby adopting unfair labour practices and the Union having no other option sought intervention of the Dy. Labour Commissioner & Conciliation Officer at Panaji. However, the discussions on the said COD failed in conciliation and the matter was referred for adjudication by the Hon'ble Tribunal of Goa, Panaji which was finally settled by the Parties under settlement dated 06-02-2018 and an Award was made.

The Party I further states that while the matter of Charter of Demands dated 19-08-2014 was pending before this Hon'ble Tribunal in reference No. 02/17, the discussions on the said COD continued with the Party II and the Local Committee of the Party I Union and the minutes of the discussions held on 09-07-2018 were recorded and on the issue of recognition of the local Committee it was agreed as under:

"1. Recognition of Local Union Committee:-

The Management expressed that the Company has signed two wage settlements with the Bhartiya Kamgar Sena and that itself is recognition of the Local Committee".

The Party I states that the Party I had signed the first settlement with the Party II on 08-07-2014 on the Charter of Demands for the period 01-01-2011 to 31-03-2014 and the discussions on the said settlement dated 08-07-2014 took place between Mr. Magno Fernandes, Director Goa Site and Mr. Durguesh Pai Angle, Head HR & Adm., Goa Site as representatives of the Party II and Mr. Suryakant Mahadik, President, Mr. Sharad Azgaonkar, Jt. Secretary, Mr. Sadanand Parab for the Party I Union and Mr. Rajesh Naik, Manguirish Patil, Shankar Pandit, Navindra Borkar, Rajesh Borkar and Sushant Naik, office bearer of the Local Committee for the workmen as representatives of the Union. The Party I signed further settlement dated 06-02-2018 on the Charter of Demands dated 19-08-2014 for the period 01-04-2014 to 30-06-2017 and the discussions on the said COD were held between the representatives of the Party II Company and the workmen represented by the General Secretary of the Party I Union alongwith the local committee member of the Party I Union.

The Party I stated that thereafter the Party I and the Party II had discussed further COD for the period 01-07-2017 to 30-06-2020 in which the Party II had agreed that signing of the earlier two settlements with the Party I Union is itself is recognition of the local committee and the Party I Union vide its letter No. 1340/2016 dated 12-08-2016 to the Party II had communicated the names of the Unit Committee Members of the Party I and requested the Party II to give all necessary facilities to the said committee to solve day to day problems of the employees and also to treat them as protected workmen under the provisions of the Industrial Disputes Act, 1947. The said letter coupled with the settlements dated 08-07-2014 and 06-02-2018 clearly prove that the Goa Unit of the Party I has been recognized by the Party II and has thus every right to take up the matter of the workmen of the Party II, who are the members of the Party I Union and in the meeting held on 21-02-2017, the Goa Unit has also resolved to take up the above and other issues of the workmen before the Party II and also before the Appropriate Authority under the said Act, if the issues are not settled with the Party II.

The Party I stated that the existing conditions of service were mostly fixed by the settlements dated 26-12-2001, 30-12-2005, 24-12-2008, 08-07-2014 and 06-02-2018 and the said settlements were reached between the Company, the Unions and the Local Committee of the workmen. The Party I stated that under all these settlements, the permanent workmen who were recruited initially were

classified in Grade-I as per their seniority and other Operators/Management Associates who had joined the Union later, were classified as Operators in Grade-II and III and that all the workmen/Operators right from their appointment, were/are doing the work of skilled nature and were also classified as such in the various settlements. That on 04-01-2017, the Shift Operators namely Shankar Pandit, Sainath Mishal and Abhjit Naik reported for work in their respective shift. Mr. Tushar Chitte, the Asst. Manager on duty instructed the above operators to do the work of unskilled nature which was normally done by the casual workers in the shifts. The above said Operators who are doing their normal jobs of skilled nature i.e. Operators, for the last many years in the manufacturing activities declined to do the said jobs as the said jobs were always performed by the casual workers and the same was not the job of the Operators. Thereafter, the Manager and the Associate Director approached the above Operators and insisted that the said above Operators should do the jobs of the casual workers at which the above said Operators declined to do the said jobs of unskilled nature whereupon the said Officers did not allow the above said Operators in the shift to continue with their normal work of Operators and kept them idle for the day. The same act was repeated on 05-01-2017 by the Supervisors in the respective shifts and department and the Operators namely; S/Shri Suraj Tamse, Vijaykumar Naik, Shaish Shet, Navindra Borkar, Sandeep Gaonkar, Sanjay C. Patil and Sanjay Satarkar were asked to do the unskilled work done by the casual workers and on their declining to do the unskilled work, the said Operators were not allowed to do their normal work of Operators and kept them idle for the day.

Party I stated that on 06-01-2017 also the Supervisors in the respective shifts and departments repeated the above said acts, i.e. directed the Operators namely S/S Suraj Tamse, Vijay Kumar Naik, Shaish Shet, Sanjay C. Patil and Ashwek Parab to do the unskilled work done by the casual workers and on their declining to do the unskilled work, the said Operators were not allowed to do their normal work of Operators and kept them idle for the day and that at the time of giving the said work of unskilled nature to the Operators, the Supervisors of the Party II threatened the said Operators that if they do not do the work of unskilled nature as directed, they would not be paid their wages for the said day. The said Operators approached the Local Committee of the Union with their grievances whereupon the Party I Union through its General Secretary of the Local

Committee of the Union wrote a letter dated 09-01-2017 and took up the matter with the Site Director, Goa Site of the Party II informing him that the action of the Party II in instructing the said Operators to do the job which is not their regular job, amounts to unfair labour practice as well as change in service conditions of the said Operators.

The Party I further stated that they informed the Party II that the act of the Party II in regularly indulging in the acts of unfair labour practice since the time the workmen who have been employees with the designated as Management Associated and performing the job of 'Operator' have joined the Party I Union and that the Union has raised various demands against the Party I which are pending in conciliation as well as in adjudication and called upon the Party II to allow the said Operators to do their normal duties.

The Party I stated that the Party II did not reply to their letter dated 09-01-2017 refuting contentions of the Party I and that after 06-01-2017 when the said Operators declined to do the work of unskilled nature, they were allowed to do their normal work of Operators and their salaries for the month of January, 2017 were credited to their respective Bank Accounts by the Party II in February, 2017. The Operators realised that Party II had deducted the wages for one day in respect of S/Shri Shankar Pandit, Sainath Mishal, Abhijeet Naik and Ashwek Parab and for two days of S/Shri Suraj Tamse, Vijay Kumar Naik, Shaish Shet and Sanjay C. Patil and therefore the said workers approached the local committee of the Union with their grievances of deduction of salary for the said days for further action.

The Party I stated that thereafter the Party I through its Goa Unit vide its letter dated 27-02-2017 took up the dispute of illegal deductions of wages before the Party II contending that the said deductions were illegal and without following the due process of law and called upon the Party II to pay the said amount to the said workmen within 3 days of the receipt of the said demand. Party I further stated that the Party II neither replied to the said demands nor paid the deducted wages to the said workers. The Party I thereafter approached the Conciliation Officer for intervention and since the matter could not be settled in conciliation, the present reference is made. The Party I stated that the deductions made in the wages of the said Operators is contrary to law and amounts to an unfair labour practice under item of Schedule V of the said Act that when the said Operators had disputed the allotment of work of unskilled nature

and alleged refusal by the said Operators, the Party II was required to follow the principles of natural justice calling upon their explanation and conducting departmental enquiry into the same as per the contract of employment, Standing Orders or the Service Rules applicable to the workmen. The deductions made by the Party II without following the principles of natural justice and of the law of the land is illegal and unjustified.

4. In the course of the proceedings, the parties filed an application at Exh. 7 colly alongwith a copy of Memorandum of Settlement dated 08-06-2021 under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 stating that they have arrived at a settlement on the subject matter of the above reference with a prayer to pass a consent award in terms of the said settlement.

5. The Terms of Settlement agreed by and between the parties are as follows:

1.0 Objectives, intent and purpose of this settlement

1.1 The purpose of this settlement is to provide orderly, effective and harmonious industrial relations through collective bargaining, to maintain cordial and meaningful relations between the Company and the workmen, to maintain fair wage and service conditions, to ensure prompt and fair redressal of grievances, to foster positive discipline and total observance of all rules and regulations everywhere in the organization, to sustain and improve efficiency, smooth and uninterrupted operations in the factory and to increase individual and overall productivity all round and ensuring also the welfare of the workmen.

1.2 Recognising the rights and responsibilities of the Company and appreciating that the Company must improve and sustain its competitive status and earning capacity through concerted efforts aimed at improving efficiency and productivity, the workmen agree to render complete, wholehearted and unstinted co-operation in improving productivity, to improve continuously the quality of the Company's products and to ensure on-time delivery.

1.3 To re-dedicate and re-affirm our mutual faith to work together for the continuous stability, growth and profitability so that our organization becomes WORLD CLASS, serve customers to international standards, develop technologies related to both process and products, hold our own against competition and to become global in our thinking and approach.

1.4 The parties will co-operate in securing improvements in overall productivity and avoiding all forms of waste including waste of time and materials and all wasteful practices. For achieving the above objectives and to sustain and improve the competitive status of the Company, effectively respond to and satisfy customer needs and to improve its production and earning capacity, and pledge to foster and encourage the highest degree of cooperation between the Company and their workmen at all levels.

1.5 It is the intent and purpose of the parties hereto that under the existing highly competitive conditions in the industry, all efforts will be directed at maximising production /productivity, quality, containing the manufacturing costs at appropriate levels and eliminating all wasteful practices. In order to achieve this, there shall be appreciation of obligations on either side.

1.6 It is clearly understood and agreed by the Parties hereto that the objectives of the Settlement are not only to ensure harmonious industrial relations resulting in improved productivity and higher earnings to workmen, but also to review, streamline and rationalise various procedures, practices, systems, etc., and to ensure optimum utilisation of all resources, maintain optimum inventory levels, elimination of all wasteful practices and due enforcement of discipline for the sustained stability and growth for achieving the targeted turnover of the company.

2.0 MANAGEMENT ROLE:

In discharging their responsibilities, the Management shall be the providers of direction and long term perspective for the organization. All such necessary performance such as adequate long term and short term planning, required capital expenditure and investments in plant, equipment etc., development and sufficient provision of vital infrastructure facilities such as space and power, development and management of sources of raw material/supplies of input to the Production Unit, adequate manpower planning and stationing and governance of the Employee population shall be considered as Management responsibilities.

3.0 EMPLOYEE ROLE:

While discharging their responsibilities through their sufficient and effective performance, the Workmen shall co-operate in all initiatives, Lean, Supply Chain Management, Modernisation, change in technology and manufacturing processes, contemporary management techniques and practices and optimising the use of men, material

and machinery. Implementation of safety measures and using safety appliances, personal protection equipment's (PPE) etc., workmen agree jointly and severally to extend their full co-operation to the company in improving effective working time, enforcing discipline, improving the efficiency, maintaining punctuality and regularity in attendance, improving quality and safety at workplace consistently and eliminating wastage and unproductive practices which will hamper production/productivity.

4.0 COLLABORATIVE EFFORTS

Harmonious Industrial Relations, healthy practices and commitment on either side to resort only to constitutional means to resolve differences, if any, are accepted as prerequisites for successfully steering the Company to establish growth and attain an enviable position in the industry. Both parties firmly believe that joint efforts on the lines referred to above, will enable them to attain their cherished goals.

5.0 APPLICABILITY:

The provisions of this settlement shall be applicable only to all permanent workmen who are members of the union and were on the rolls of the company on the date of submission of the charter of demands dated 2nd May, 2018 (as per the list attached in Annexure A) and no other workmen or employee shall be covered under this settlement. Any confirmed employee who was part of the charter of demand dated 2nd May, 2018 and has resigned from the services of the company or ceased to be in employment for any reason during the term of the settlement will be entitled for an amount

proportionate to the period of service rendered during the term of the settlement. They would be paid actual arrears in full and final settlement of all their dues arising out of this settlement. In order to identify such workman an application will be obtained from them. As on the date of signing of this settlement, since the period/tenure of the settlement is already over the benefit would be given only to members as per the list attached in Annexure A.

It is further agreed between the parties that the provisions of this settlement, however, shall not be applicable to workmen employed by any of the contractors or those who are employed as retainer/consultant or casual/temporary/part-time workmen for whatsoever job work in whatsoever capacity, they are engaged.

6.0 EMOLUMENTS & COSTING OF THIS SETTLEMENT

The total cost of the settlement was arrived at and then after agreement between the parties in mutual interest it was decided to distribute it in the following manner.

6.1 BASIC PAY AND FITMENT

It is agreed that the following pay scale shall apply to all the eligible workmen during the tenure of this settlement.

3000-550-5750-575-8625-600-11625-625-14750-650-18000-675-21375-700-24875-725-28500.

Each permanent workman on the rolls of the company and who are part of this settlement shall be given an ad-hoc rise in their existing basic pay w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 17	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 3045/- pm	Rs. 652.50/- pm+ yearly increment	Rs. 652.50/- pm+ yearly increment.
II	Rs. 2695/- pm	Rs. 577.50/- pm+ yearly increment	Rs. 577.50/- pm+ yearly increment.
III	Rs. 2380/- pm	Rs. 510/- pm+ yearly increment	Rs. 510/- pm+ yearly increment.
IV	Rs. 1645/- pm	Rs. 352.50/- pm+ yearly increment	Rs. 352.50/- pm+ yearly increment.

On adding above amount into the existing Basic Pay & Personal Pay (drawn in July 2017), the basic salary so arrived will be then fitted in the Pay Scale at appropriate level. If there is no corresponding step in the salary scale the residue amount, if any, due to this fitment will be considered as Personal Pay. It is agreed between the parties that the Personal Pay of the first year i.e. 1st July, 2017 shall be added to the fitment money of the second year i.e. 1st July, 2018 and fitted at the respective step in the Scale of Pay and residue amount in the second year shall be taken as personal pay. Similarly the personal pay of second year shall be added to the fitment amount of the third year i.e. 1st July, 2019 and fitted at the

respective step in the scale of pay and the residue amount in the third year shall be taken as personal pay. This personal pay shall be considered for calculating all benefits such as overtime wages, provident fund, bonus, LTA, Gratuity.

Basic scales for new employees taken on Probation/Confirmation will be fitted into Basic scale in respective Grades depending on his qualifications and experience and is paid all allowances in the Grade at the discretion of the management.

It is agreed between the parties that if the management associate joins the union of workmen at any time, they shall be given the scale of pay as agreed above in clause 2 and fitted at appropriate step prospectively from the date they join the union.

It has been agreed between the Union and the Management that the amount of Rs. 200 shall be added into Basic Wage w.e.f. 1st July, 2017.

6.2 HOUSE RENT ALLOWANCE

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing House Rent Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 17	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 1995/- pm	Rs. 427.50/- pm	Rs. 427.50/- pm
II	Rs. 1645/- pm	Rs. 352.50/- pm	Rs. 352.50/- pm
III	Rs. 1330/-pm	Rs. 285/- pm	Rs. 285/- pm
IV	Rs. 595/- pm	Rs. 127.50/- pm	Rs. 127.50/- pm

House Rent Allowance will attract only contributions towards ESI and overtime benefit in accordance with the prevailing statute. It shall not be considered for the purpose of PF, Bonus, Gratuity and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

6.3 LUNCH ALLOWANCE

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Lunch Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

This allowance shall not be considered for the purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

The present system of providing a subsidy of Rs. 14/- per meal will continue, however any further increase in the meal prices will be shared in the proportion of 75:25 between the Management and the employees respectively.

6.4 EDUCATION ALLOWANCE

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Education Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/-pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

This allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

6.5 CONVEYANCE ALLOWANCE/TRANSPORT ALLOWANCE

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Conveyance Allowance/Transport Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

Conveyance Allowance/Transport Allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

6.6 MEDICAL ALLOWANCE

It is agreed between the parties that the prevailing practice shall continue in respect of this demand.

7.0 MEDICAL SCHEME

All such workmen who are exempted from ESIC scheme (as in Clause 7) will be covered under a suitable insurance policy for Medical Hospitalization Reimbursement Policy upto an amount of Rs. 5,00,000/- per financial year for self, spouse and upto 2 dependent children upto 21 years of age. The hospitalization claim shall be directly settled with insurance company and all the terms and conditions as prevalent with the Insurance company will be applicable.

As and when the existing employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act, the hospitalization benefit scheme will cease to be in operation.

8.0 LEAVE TRAVEL ALLOWANCE

All permanent employee on the rolls of the company will be paid an amount equivalent of one month Basic Pay and Personal Pay as Leave Travel Allowance. All other conditions for availing LTA will be as per the LTA policy of the company and will remain the same.

9.0 SHIFT TIMINGS

It is agreed that the shift timings will be as follows (in case of three shift working):

Shift	Timing	Lunch/Dinner
I	08.00 hrs.-16.00 hrs.	30 mins.
II	16.00 hrs.-00.00 hrs.	30 mins.
III	00.00 hrs.-08.00 hrs.	30 mins.
General	09.00 hrs.-17.30 hrs.	30 mins.

- a. It is also agreed that, as per the prevailing practice and business needs, the company will decide to work in One/Two/Three shifts/Extended shift as and when the need arise as per business requirement or due to exigencies of work.
- b. Availability of operators at work place (place of work) at start of shift indicated above i.e. sharp 08.00 hrs. for first shift, 16.00 hrs. in second shift and 00.00 hrs in third shift.
- c. During two shift operation
 - I. Machines to start within 10 minutes (i.e. 8:10 am in first shift) latest at beginning of shift.
 - II. No stoppage during first and second shift transition/handover.
 - III. Stoppage of machines 15 minutes before end of shift for cleaning purposes (at 11:45 pm in second shift).
 - IV. If there is no cleaning of machine in each shift that the machines in the first and second shift shall run without stoppage.
- d. Subject to clause 10 (C) above, the Operators to follow running handover strictly.
 - I. Operator shall ensure that the machine is not stopped during the shift change and handover the machine in running condition to the next operator/assigned employee.
 - II. The operator shall ensure that he/she takes the handover prior or sharp at respective shift timings mentioned and notified from time to time.
 - III. Operator to remain at respective post till other operator/assigned employee is able to take over charge during shift change.
 - IV. Operators to ensure that at no circumstances machine shall be stopped

during the shift change. Similarly staggering shall be strictly followed during lunch/dinner break.

- e. Maximum number of late comings 3 (three) in a calendar month and max. Late time allowed in such case is upto 10 minutes, after which the employee has to apply for half day alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the workplace earlier than the designated time.
- f. Any operator punching his attendance card or reporting at place of work after 15 minutes from the start of the shift, the employee has to apply for half day alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the workplace earlier than the designated time.
- g. Lunch break and dinner break timing of 30 mins. to be strictly followed and necessary staggering should be done.
- h. Shift operating personnel will remain at their posts until he is relieved by his successor or their supervisor is able to make other arrangements for their relieving.
 - I. Operators should remain at the work place and may leave workplace for IPC checks or only work related issues with permission of their supervisors.
 - II. Subject to Clause 10 (c) above, there will be no stoppage of machines during first, second shift and third shift transition and handover.
 - III. Immediate communication in case machine stoppage to be given by the operator to the supervisor or maintenance engineer, to ensure maximum machine utilization and minimize the wastage.

9.0 SHIFT ALLOWANCE PAYMENTS

All confirmed employee working in second shift will be paid a shift allowance of Rs. 40/- per second shift worked and Rs. 80/- incase of third shift effective July 2017. This will not be applicable for extended hours. Rules and regulations for claiming this allowance will be made in accordance with the provisions of the law relating to shift working. This amount will not attract any other benefit such as Provident Fund, Gratuity, Bonus and Overtime Payments.

10.0 LEAVE AND PAID HOLIDAYS

All such workmen who are exempted from ESIC Scheme (as in Clause 7) will be given an additional 2 days of sick leave per calendar year (on pro-rata basis). These leaves will be withdrawn, as and when the employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act. All other terms and conditions with respect to leave and paid holidays as per the prevailing practice and as detailed in the Certified Standing Orders will be applicable.

11.0 OVERTIME

Overtime shall be paid as per the provisions of the Factories Act, 1948 and other relevant statutes. This amount shall not be taken into account for PF, Gratuity, Bonus and Leave encashment. The overtime shall not be refused when asked due to exigencies of work.

12.0 LOAN

The permanent workman shall be entitled, from the date of signing of this agreement for a 50% interest subsidy on personal loan of upto Rs. 1,80,000/-. The workman shall satisfy all the terms and conditions attached to the loan. The Company shall reimburse 50% of the interest charged by the bank to the workman in his/her monthly salary. Any rules and regulations made under the loan scheme in future shall be binding on all workmen. Till the loan amount is fully repaid, workmen will not be entitled to any other company loan. Prevalent rules as applicable under Income Tax will be applicable.

13.0 FESTIVAL ADVANCE

The permanent workmen shall be entitled to avail festival advance of Rs. 5,000/- per year. The advance will be paid once a year, either for Ganesh Chaturthi, Diwali, Id or Christmas as per request made by the workmen in writing. The advance shall be deducted in 10 equal monthly instalments from the salary of the workmen from the month when the advance is availed.

14.0 MONSOON ALLOWANCE

It is agreed between the parties that the prevailing practice shall continue in respect of this demand. An amount of Rs. 750/- will be paid w.e.f. 2018 along with the salary in the month of May/June.

15.0 BONUS

The payment of Bonus shall be as per the provisions of the Payment of Bonus Act, 1965, and rules made thereunder.

16.0 INSURANCE POLICY

All workmen would be covered under the Group Personal Accident Insurance Policy. The accident coverage for each workman will be for an amount of Rs. 1,00,000/- (Rupees One lakh only). The coverage will be on a 24-hours basis. The terms and conditions prevailing as per the policy shall be binding.

17.0 LUMP SUM PAYMENT

It is agreed that the company shall pay a one-time lumpsum amount of Rs. 5000/- as ex gratia as settlement signing incentive.

In appreciation of the Cooperation shown by the Union and as demanded by the Union and the Workmen the company has agreed that each workman/member of union who are on the rolls of the company on the date of signing of this settlement shall be paid lumpsum amount of Rs. 11500/- totalling to Rs. 805000/- as ex gratia to be paid as a part of the arrears arising out of the settlement.

It is also agreed between the Union/Workmen/Management/Company that both the Parties shall file a joint application before the appropriate authorities for an award/order in terms of the settlement in ref IT/10/20 and IT/3/21 as also following disputes pending before various authorities for finally disposing the matters.

Sr. No.	Brief	Filed by	Filed Against	Case No.
1.	Special allowance	Union	Sanofi India Ltd.	IT/53/16
2.	Withdrawal of special allowance	Union	Sanofi India Ltd.	IT/13/18
3.	Protected Workmen	Union	Sanofi India Ltd.	All pending cases
4.	Deduction of special allowance	Pravin Kande & others	Sanofi India Ltd.	CLE/PWA-2//2018
5.	Refusal to work	Union	Sanofi India Ltd.	IT/06/2020
6.	Works Committee	Union	Sanofi India Ltd.	CLE/TA/(383)/2016 and other related matters on the subject

The Works committee will be constituted as per law laid down and committee shall be constituted within 90 days after the Award passed in terms of settlement by the Industrial Tribunal.

All pending enquiries against the workmen who are members of the Union will be mutually closed.

18.0 GENERAL PROVISIONS

- a) The Union and the workmen have specifically agreed to implementation of various requirements/procedures under ISO, FDA regulations, GMP, EHS, Factories Act, I.D. Act, 1947 and gowning procedures and other Global/International authorities etc.
- b) This settlement is in full and final settlement of all demands raised by the Union in their charter of demands dated 20th June, 2020 mentioned in the recital of this case above and other demands, which are not specifically dealt with or not pressed in this settlement, shall be treated as settled.
- c) The Union and the workmen individually, jointly or through any other union or agency, agree not to raise or pursue any dispute in respect of any demands in respect of the workmen covered under this settlement, whether specifically covered or not pressed or withdrawn in this settlement and further agree not to raise any demand on behalf of these workmen involving any financial burden or otherwise on the company, directly or indirectly, during the currency of this settlement. The company agrees not to raise or pursue any dispute specifically covered or withdrawn during the currency of this settlement.
- d) In case of a legislation or otherwise, any identical or similar higher benefits as accruing to the workmen under this settlement, are introduced in future by the Government, the Union and the workman, the company shall make good the difference to fall in line with such legislation. The workmen will be entitled to opt for benefits either under this settlement or the legislation in its totality, whichever is more beneficial to them but not both.
- e) Both parties also agree that in case of any individual/group grievances, every effort will be made to resolve it in the first place by mutual discussions between the parties in accordance with the existing grievance procedure, and without either party resorting

to any unilateral action. It is also agreed between the parties that in event that they do not arrive at a mutually acceptable solution, both parties will follow constitutional and legally established machinery/methods for the settlement of disputes and shall not resort to any direct and/or agitational methods.

- f) It is in interest of the Company and its workmen that the company must sustain and improve its competitive status and earning capacity. For this the union and its workmen agree to co-operate with the Management in all necessary efforts to continue to improve efficiency, productivity, various continuous improvement programmes and elimination of wastage. As a measure of the same it is agreed that workmen or employee shall co-operate and participate in the Lean management/GMP and different initiatives like +QDCI, VSM (Value Stream Mapping), works committee, or any other taken in this regards.
- g) It is expressly understood by the Union and it workmen that all the prevalent service conditions shall continue to remain unaltered and the union and the workmen agree to abide and follow these conditions for the overall efficiency of the Plant and the Company.
- h) It is understood by the Union and the workmen that any rules and regulations, existing practices, privileges, terms and conditions currently prevailing in the company as a matter of policy or statute which have not been expressly altered as a result of this settlement shall continue to remain in force and the union and its workmen shall abide by the same. Any alteration in the existing policy, rules and regulations, existing practices and privileges or introduction of any new policy, rules and regulations, practices and privileges by the company during the tenure of this settlement in accordance with the existing law at the time of such alteration/introduction, and which does not prejudice the terms and conditions of this settlement shall be followed by the union and its workmen. Similarly any statute modified or introduced by the Government during the tenure of this settlement shall be complied with by the company as well as the union and its workmen.
- i) It is understood and agreed upon by the Union and its workmen that usage of Mobile phones in the Production area (Manufacturing and Packaging) and other restricted areas is not permitted. The workmen and all other employees of the company shall strictly abide by the Mobile Policy of the company.
- j) The Union and the workmen appreciate that it is essential to improve and maintain the competitive status and profitability of the company and reduce the costs as an ongoing exercise. The Union and the Workmen shall continue to adhere to all measures adopted by the company from time to time towards this goal, including the following.
 - I. Introduction of new and/or improved methods and machinery, restructuring, re-allocation or re-organization, flexibility of manpower allocation and method simplification or modification or improvements in various inputs.
 - II. Both parties agree to carry out modifications, abolition of wasteful practices, introduction of appropriate procedure for effective and maximum utilization of the operating time, and such other methods as may be considered appropriate jointly which will result into work simplification or overall improvement in the efficiency.
 - III. It is agreed that workman shall work in any section/department as per the requirement of the company. The company may also depute workmen in other department/on any other job than currently handled by him for upgradation of his skill or due to exigencies of work or company requirements.
 - IV. It is agreed that workman shall adhere to working in shifts as notified from time to time and accepting overtime work as and when it is required. Workmen from the prior shift shall co-operate and continue to work on overtime after his regular duty hours in case of absenteeism or work requirement.
 - V. It is also agreed that safety of the plant, machinery/equipments and personnel is of paramount importance and both the parties shall protect it under all circumstances. The workmen shall ensure at all times wearing of personal protective equipment wherever required as per safety norms required for personal safety.

- VI. The concerned workmen shall handover proper charge at workplace during the change over from one shift to another. It is also agreed that all workmen will adhere to the shift timings by starting the work on time and not leaving the place of work until and unless he is relieved by the next shift operator.
- VII. It is agreed that the workmen will adhere to all the rules of the cafeteria/canteen including of lifting of self soiled plates and depositing the same in the bin provided in the canteen.
- VIII. It is also agreed that all workmen will attend the training programmes they are nominated for as per the company's training and development plans.

19.0 TENURE OF SETTLEMENT

The settlement shall remain effective from 1st July, 2017 to 30th September, 2020 and shall continue to remain in force thereafter until such time it is validly terminated by either of the parties as per the provisions of the Industrial Disputes Act, 1947.

It is further agreed that the arrears arising out of this settlement shall be paid to all the workmen as per list at Annexure A. The said payment shall be subject to any deductions under the prevailing laws and will be paid within 3 succeeding months from signing of the settlement. Any tax liability arising from any payment or other benefits introduced or revised under the settlement will be as per the Income Tax Act, 1961.

That this settlement shall be presented before the Industrial Tribunal, Panaji in References No. IT 10/20, IT 03/2021, IT 53/16, IT 13/18 & IT 06/20 and before the Office of the Commissioner of Labour and Employment in cases of Protected Workmen, Pravin Kande and Others bearing No. CLE/(PWA-2)/2018 & Works Committee with a prayer to make an Order in terms of this settlement.

It is agreed that with the signing of the settlement all the differences or disputes pending cases/reference related to the Charter of Demands in Reference No. IT 10/20 and IT 03/2021 between the management and the workmen in the tribunal or with conciliation authority is deemed to have been settled. It is agreed that no fresh dispute on any issue which is settled under this settlement shall be raised with the management or with any authority under industrial/labour law during the subsistence of this settlement. In view of the above settlement it is specifically agreed between the

parties for the disposal of all the matters mentioned herein below that Union will withdraw all the following case or file and shall make applications before the appropriate authority to pass no dispute award for the disputes mentioned hereinbelow.

Sr. No.	Brief	Filed by	Filed Against	Case No.
1.	Special allowance	Union	Sanofi India Ltd.	IT/53/16
2.	Withdrawal of special allowance	Union	Sanofi India Ltd.	IT/13/18
3.	Protected Workmen	Union	Sanofi India Ltd.	All pending cases
4.	Deduction of special allowance	Pravin Kande & others	Sanofi India Ltd.	CLE/ /PWA-2)/ /2018
5.	Refusal to work	Union	Sanofi India Ltd.	IT/06/ /2020
6.	Works Committee	Union	Sanofi India Ltd.	CLE/TA/ /(383)/ /2016 and other related matters on the subject

20.0 That in consideration of the management having agreed to their demands as specified in this settlement, during the period of its operation the workers who are beneficiaries of the settlement and the Union agree that they will not, either jointly or severally, raise/support any demand involving any additional financial burden upon the management, or support any move likely to disrupt any of the operations of the Management, which may directly or indirectly cast a financial burden on the company.

For following three workmen the who were confirmed in between the tenure of the settlement their payment mode will be as follows:

E Code	Name	DOJ
130042	Surat Gaonkar	14-09-2017
99227	Kumar Kamble	14-09-2017
99070	Jitendra Usapkar	13-05-2017

The above three workmen would be only eligible for settlement benefit from July 2018. Further, they would be paid annual basic increment of

April, 2018. If the said employees had taken MA increments for the year April 18, then the same stands to be relinquished by them and would be recovered from the arrears paid arising out of this settlement.

Further, employees joined the union on 17-07-2017 would be eligible for Settlement benefit from July, 2017. Further, employees joined the union on 28-06-2018 would be eligible for Settlement benefit from July 2017. Further they will be paid annual basic increment of April 2018 as per the settlement. Further, if these set of workmen had taken MA increments for the year April 2018 than the same stands to be relinquished by them and would be recovered from the arrears paid arising out of this settlement.

21.0 OTHER CONDITIONS OF SERVICE

That all other terms and conditions of service, more particularly including all those specified in the letter of appointment of probation/confirmation, Certified Standing Orders and existing rules and regulations as the case may be, in the employment of the management) not modified in this settlement, will continue unaltered.

It is hereby agreed by and between the parties that any technical, legal, arithmetical and typographical error that may have inadvertently crept up in the settlement, will be resolved and rectified mutually and neither party will take undue advantage if any.

The above Memorandum of Settlement has been signed by representative of Party I, Mr. Arvind Sawant, President, Dr. Raghunath Kuchik, General Secretarial and other Committee Members, so also the representative of Party II, Shri Magno Fernandes, Site Director, Goa Site and Mr. Shailendra Bidye – Site HR Head, Goa Site and the other Officials on behalf of Party II. I have gone through the application dated 09-06-2021 along with the Memorandum of Settlement at Exh. 7 colly filed as above, which in my view, are just and fair and in the interest of both the Workmen/Party I as well as Employer/Party II and hence, the same are accepted.

4. In view of above, I pass the following:

ORDER

- (i) The reference at the instance of both the Parties stands disposed off in view of the application dated 09-06-2021 at Exhibit 7 colly.
- (ii) Consequently, the benefits of the Settlement shall be extended to the workmen of Party I.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

Sd/-

(Bela N. Naik)

Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 2/65/2016-LD(Estt)/1807

The Government of Goa is pleased to order transfer and/or assign additional charge and posting of the following Civil Registrar-cum-Sub-Registrar, Group 'B', Gazetted Officers of Registration Department, in public interest, with immediate effect:-

Sr. No.	Name of the officials	Present place of posting	Place of posting on transfer
1	2	3	4
1.	Smt. Shradha S. Bhobe	Jt. C.R.S.R., Tiswadi-II	C.R.S.R., Bicholim.
2.	Shri Mahesh Prabhu Parrikar	C.R.S.R., Bicholim	Jt. C.R.S.R. (H.Q.) and holding additional charge of C.R.S.R., Pernem.
3.	Smt. Maria Aquila Araujo	C.R.S.R., Pernem	Jt. C.R.S.R., Tiswadi-II.
4.	Shri Tushan Kunkolienkar	C.R.S.R., (HQ) along with additional charge of Jt. C.R.S.R. in the O/o District Registrar, North.	C.R.S.R., Bardez.
5.	Smt. Soniya Halarnkar	C.R.S.R., Bardez	Jt. C.R.S.R.,-I, Bardez.

The above officers at Sr. 1, 2, 4 & 5 shall complete the process of handling over/taking over of charge on 27-08-2021 (a.n.) and submit compliance. Further, the officers at Sr. 4 & 5 shall complete all the pendency of document approvals under N.G.D.R.S. before 04-09-2021, even by working on weekends.

The above officers shall draw their pay and allowances against their respective transferred posts from the date of taking charge. They shall complete the process of handing over/taking over of charge with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Law-Estt.).

Porvorim, 27th August, 2021.



Department of Personnel

Order

No. 22/5/2021-PER/1993

In pursuance to the Government of India, Ministry of Home Affairs, New Delhi Order No. 14020/01/2019-UTS-I dated 19-07-2021, the Governor of Goa is pleased to appoint Ms. Aslam Khan, IPS (AGMUT 2007), as Dy. Inspector General of Police, CID Intelligence, with immediate effect, in public interest.

Ms. Aslam Khan, IPS (AGMUT 2007) has reported to this administration on 09-08-2021 (f.n.).

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).

Porvorim, 17th August, 2021.

Order

No. 6/13/2011-PER/2114

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following Junior Scale Officers of Goa Civil Service in public interest:-

Sr. No.	Name and present posting of the officer	Posted as
1	2	3
1.	Smt. Snehal Shivram Prabhu, Deputy Collector (LA), South, holding additional charge of Deputy Collector (Revenue), South	Deputy Collector (Revenue), South.
2.	Smt. Sapana Bhandodkar, Awaiting posting	Under Secretary, Revenue-II with additional charge of Under Secretary, Forest.

1	2	3
3.	Smt. Isha Sawant, Under Secretary, Revenue-II holding additional charge of Under Secretary, Forest	Under Secretary to Chief Minister.
4.	Shri Ramesh N. Gaonkar, Deputy Collector, South-1	Deputy Collector (LA), South with additional charge of Deputy Collector, South-1.

The officer at Sr. No. 3 shall be governed by standard terms of deputation as amended from time to time.

The above officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).

Porvorim, 26th August, 2021.

Order

No. 15/5/97-PER(Part)/2075

On the recommendations of the Goa Services Board, and with the approval of the Government, the following Officers in the cadre of Block Development Officer are posted as mentioned in Column (3) with immediate effect in public interest.

Sr. No.	Name of the officer and designation	Posted as
1	2	3
1.	Shri M.B. Parwar (Awaiting posting)	BDO-II, Ponda thereby relieving Shri Ashwin alias Sadashiv K. Dessai, BDO-I, Ponda of additional charge.

1	2	3
2.	Shri Anil S. Naik (Awaiting posting)	BDO, Canacona thereby relieving Shri Gurudatta P. Naik, BDO-III, holding additional charge of BDO-IV, Directorate of Panchayats of additional charge.

The Officers shall complete the process of handing over/taking over immediately and submit compliance.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).

Porvorim, 24th August, 2021.

Order

No. 7/1/2019-PER (Part)/2013

Smt. Sabita Prabhu Dessai, Assistant Professor in Fine Art (Applied Art), Goa College of Art, Altinho, Panaji shall hold the charge of Principal, Goa College of Art in addition to her own duties with immediate effect until further orders.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).

Porvorim, 18th August, 2021.

Order

No.15/17/96-PER (Part)/2011

On recommendation of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide letter No. COM/II/11/42(4)/2011/180 dated 03-08-2021, the Governor of Goa is pleased to promote the following officers to the cadre of Block Development Officer, Group 'B' Gazetted in Level-7 of Central Civil Services (Revised Pay) Rules, 2016 on regular basis, with immediate effect.

1. Shri M. B. Parwar.
2. Shri Anil S. Naik.

The officers shall be on probation for a period of two years from the date of their joining. The Officers shall exercise their option for fixation in promotional grade in terms of F.R. 22(I)(a)(1), within a period of one month from the date of issue of order. The option once exercised shall be final.

The posting order shall be issued separately. The promoted officers shall continue to hold the posts presently held by them until further orders.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).

Porvorim, 18th August, 2021.

Order

No. 22/19/2019-PER/1000

In terms of Rule 30 of the Goa Police Service Rules, 1997 (hereinafter to be referred as "said Rules") notified vide Notification No. 24/5/79-PER(Part) dated 26-11-1997, published in the Official Gazette, Extraordinary, Series I No. 35 dated 27-11-1997, the Government is pleased to relax the provision of conduct of Departmental Examination under Rule 16 of the said Rules as a "one time measure" in respect of below mentioned Junior Scale Officers of Goa Police Service.

1. Smt. Maria Monserrate.
2. Shri Anthony Monserrate.
3. Shri Gurudas N. Gawade.
4. Shri Edwin M. S. Colaco.
5. Shri Nelson Albuquerque.
6. Smt. Sucheta B. Dessai.
7. Smt. Ezilda D'Souza.
8. Smt. Sunita Sawant.
9. Shri Rajendra V. R. Dessai.
10. Shri Dharmesh G.P. Angle.
11. Shri Kiran J. Poduval.

The above all Officers will have to undergo training at GIPARD as per the Notification No. 22/6/2018-PER/1063 dated 20-04-2021 issued by Department of Personnel.

The proposal has been concurred by the Goa Public Service Commission vide its letter No. COM/II/12/37(1)/2015/636 dated 11-08-2021.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).

Porvorim, 18th August, 2021.

Department of Power

Office of the Chief Electrical Engineer

Order

No. CEE/Estt-31-25-88/GPSC/AE(Civil)/1179

On the recommendation of Departmental Promotion Committee as conveyed by the Goa

Public Service Commission vide letter No. COM/II/11/16(1)/2012/216 dated 10-08-2021, the Government is pleased to promote the following Junior Engineer (Civil) to the post of Assistant Engineer (Civil), Group 'B' Gazetted in the Pay Matrix Level 7 on regular basis, with immediate effect and is posted at the place shown against her name.

Sr. No.	Name of the officer	Place of posting on promotion
1.	Smt. Manisha A. Rajadhyaksha	Sub-Division III, Vasco under Division XVIII, Ponda.

2. The officer shall be on probation for a period of two years. She shall exercise the option for fixation of pay under F.R-22(1)(a)(i) within one month from the date of promotion.

By order and in the name of the Governor of Goa.

Raghuvir G. Keni, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 20th August, 2021.

Department of Public Health

Corrigendum

No. 11/3/89-IV/PHD/3(Part I)/1501

Read: Order No. 11/3/89-IV/PHD/3(Part-I)/1156 dated 17-06-2021.

In the Government Order referred to above, the name of doctor appearing as "Dr. Nigel Roque Figueredo" shall be corrected to read as "Dr. Nigel Roque Figueiredo.

Gautami S. Parmekar, Under Secretary (Health-I)/ (Link).

Porvorim, 10th August, 2021.

Department of Public Works

Office of the Principal Chief Engineer

Order

No. 50-1/2021/PCE-PWD-Tech.Cell/150

- Read: 1) No. 9.30/IDCO/2018-ARD/203 dated 03-07-2019.
2) No. 9/10/HLEC/2018-ARD dated 03-07-2019.
3) No. 50/1/2019-20/PCE-PWD-Tech.Cell/216 dated 12-02-2020.

4) No. 50/1/2019-20/PCE-PWD-Tech.Cell/223 dated 01-04-2020.

5) No. 50/1/2020-21/PCE-PWD-Tech.Cell/102 dated 08-10-2020.

In partial modification to the above referred orders, the area of Usgao Panchayat under the jurisdiction of Valpoi Constituency are hereby excluded and the same area included in Ponda Constituency of below mentioned Sub-Divisions:

1. From SD-III, Div. XVI, Valpoi to SD-II, Div-XVI, Ponda [Buildings].
2. From SD-II, Div. XXIV, Valpoi to SD-IV, Div-III, Daag-Ponda [Water Supply].
3. From SD-II, Div.XXIII, Valpoi to SD-II, Div-XVIII, Ponda [Roads].

U. P. Parsekar, Principal Chief Engineer (PWD).
Panaji, 10th August, 2021.

Order

No. 64/05/2021/PCE-PWD-ADM-II/157

Approval of the Government is hereby conveyed for extension of deputation period in respect of Shri Pradeep Gaude, Assistant Engineer of this Department, presently posted in Sewerage & Infrastructural Development Corporation of Goa Ltd., Panaji-Goa for a period of one year from 01-08-2021 to 31-07-2022 on the same terms and condition contained in O.M. No. 13/4/74/PER dated 12-2-1999 of the Department of Personnel, Government of Goa, Secretariat, Porvorim as amended from time to time.

By order and in the name of the Governor of Goa.

Uttam P. Parsekar, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 23rd August, 2021.

Order

No. 34/2/2021/PCE-PWD-Tech.Cell/164

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/36(3)/2020/285 dated 25-08-2021, Government is pleased to promote the following Assistant Engineer/Assistant Surveyor of Works/Engineering Assistant (Mechanical/Electrical) to the post of Executive Engineer/Surveyor of Works (Mechanical/Electrical), Group 'A', Gazetted in the pay scale

of Rs. 15,600-39,100 + G.P. Rs. .6,600/- (Level - 11 of the 7th Pay Commission) in Public Works Department on regular basis with immediate effect and post them in the places shown against their names below:

Sr. No.	Name of the officer	Place of posting on promotion
1.	Shri Lino J. Gonsalves	As Executive Engineer, Division X, PWD, Margao in the existing vacancy thereby Shri S. Subhash D. Parab, E.E. relieved from the additional charge.
2.	Shri Rajendra G. Mayenkar	As Surveyor of Works, Circle Office VII, PWD, Altinho, Panaji in the existing vacancy.

They shall communicate their acceptance in writing to this office within a period of one month from the issue of this order, failing which it will be presumed that they are not interested in the promotion.

They shall be on probation for a period of two years as per the Recruitment Rules.

They shall exercise their option for pay fixation within a period of one month from the date of issue of this order under F.R. 22(I)(a)(1).

Further, Shri Subhash Parab, EE, stands relieved of additional charge of Division X, PWD, Margao with immediate effect.

This is issued with the approval of the Government.

By order and in the name of the Governor of Goa.

Uttam P. Parsekar, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 26th August, 2021.

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Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 20.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—169/150-9/2021.